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OF COUNSEL URBAN A LESTER

0100329017

August 3, 1994

RECORDATION NO. 9477 FILED 1475

AUG 4 - 1994 -1 40 PM INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams **Acting Secretary Interstate Commerce Commission** Washington, D.C. 20423

Secured Party:

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of a Full Release, dated as of August 4, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement with The South Carolina National Bank, now known as Wachovia Bank of South Carolina, N.A., which was duly filed with the Commission under one of the following Recordation Numbers: 9477-A, 9478-A, 9481-A, 9953-A, 9957-A and 9958-A.

The name and address of the party to the enclosed document are:

Wachovia Bank of South Carolina, N.A.
P.O. Box 969
Greenville, South Carolina 29602

A description of the railroad equipment covered by the enclosed document is set forth in the Security Agreement, as originally filed.

Mr. Vernon A. Williams August 3, 1994 Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

"Full Release"

Very truly yours,

Robert W. Alvord

RWA/bg Enclosures DEFICE OF THE SECRETARY

Robert W Alvord
Alvord & Alvord
918 16th St N.Ws Suite 200
Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions

of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 8/4/94

at 1:40pm

, and assigned

recordation number(s). 9477-B 9478-D 9481-B 9953-B 9957-G & 9958-D

Sincerely yours,

Secretary SIDNEY L. STRICKLAND, JR.

Enclosure(s)

HECORDATION NO. 9477 FILED 1425

## **FULL RLEASE**

AUG 4 - 1994 -1 40 PM

This Release is given as of the day of August, 1994, by Wachovia Bank of South Carolina, N.A., as successor in interest to The South Carolina National Bank ("Bank").

FOLUELLY KNOWN AS

WHEREAS, Bank has exercised its remedies arising from a default under the terms of each of the following agreements (collectively, the "Agreements"), and pursuant to the terms of each of the Agreements, has sold all of the railcars described in and/or subject to one or more of the Agreements (the "Railcars"), Bank hereby waives and releases all of its rights under the Agreements and releases all of its right, title and interest in and to each of the Railcars. The Agreements are:

- 1. Security Agreement dated as of December 27, 1978, between Robert L. Shiner, Jr., and The South Carolina National Bank.
- 2. Security Agreement dated as of December 27, 1978, between Charles P. Turnburke and The South Carolina National Bank.
- 3. Security Agreement dated as of June 20, 1978, between John H. Rees and The South Carolina National Bank.
- 4. Security Agreement dated as of December 27, 1978, between John H. Rees and The South Carolina National Bank.
- 5. Security Agreement dated as of June 20, 1978, between John A. Mariscotti and The South Carolina National Bank.
- 6. Security Agreement dated as of June 20, 1978, between Charles P. Turnburke and The South Carolina National Bank.

IN WITNESS WHEREOF, Bank has executed this Full Release as of the day and year first above written.

BR

WACHOVIA BANK OF SOUTH CAROLINA, N.A., Successor by merger to The South Carolina National Bank

Name: L

Title: V: 45

STATE OF SOUTH CAROLINA) COUNTY OF YELENVILLE ss: 1994, before mc personally appeared \_\_\_, to me personally known, who, being by me duly sworn, says that he is like the of WACHOVIA BANK OF SOUTH CAROLINA, N.A., and that the foregoing document was signed on behalf of said entity by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing document was the free act and deed of said entity.

Notarial Scal

My commission expires: